



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

June 19, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COUNTYWIDE SMART GARDENING PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award a contract for the Countywide Smart Gardening Program in a sum not to exceed \$999,350 for a two-year contract term to BioContractors, Inc., a California corporation, located in Cerritos, California. This contract will commence upon Board approval and execution by all parties, and includes a one-year renewal option in an amount not to exceed \$500,000 for a total contract period not to exceed three years.
3. Authorize Public Works to expend up to an additional 25 percent of the contract sum during each contract period for unforeseen, additional work within the scope of work of the contract, if required.
4. Delegate authority to the Director of Public Works to execute the contract; to renew the contract for the additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; to approve contractor's

entity change in accordance with the Board's policy on contractor mergers/acquisition; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend it if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for public education and public relations services to reduce the current disposed amount of yard waste within the County. The work to be performed will consist of maintaining and improving designated Smart Gardening learning centers, conducting community events, and developing and implementing a public outreach program. The work also includes preparing award applications, designing and conducting a final survey on County residents' Smart Gardening behaviors, and preparing and submitting monthly and final reports. Public Works has contracted for this service since 1993. The purpose of this action is to continue this service .

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being as the contractor has the specialized expertise to provide this proenvironmental service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an amount not to exceed \$999,350 for a two-year contract term, plus 25 percent for unforeseen, additional work within the scope of the contract. The contract sum is based on the price quoted by the contractor. The contract will commence upon Board approval and execution by all parties. With Board delegated authority, the Director may renew this contract for one year, for a total contract period not to exceed three years.

No work may proceed until authorized by Public Works through the issuance of a Notice to Proceed. Financing for work to be authorized during the current fiscal year in an amount not to exceed \$10,000 is included in Public Works' 2006-07 Solid Waste Management Fund. Funds to finance the remainder of the initial first year is included in Fiscal Year 2007-08 Solid Waste Management Fund budget. Funds to finance the second contract year and for the contract's renewal year will be made through Public Works' annual budget process.

This contract does not allow for cost-of-living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, the contractor will sign and County Counsel will review as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract, which is for services required on an intermittent and part-time basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of CEQA, the type of services to be provided is categorically exempt as a Class 4 "Minor Alteration to Land" pursuant to Section 15304 of the State CEQA.

CONTRACTING PROCESS

On March 19, 2007, Public Works solicited proposals from 419 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for this contracted service was submitted on March 19, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

On April 18, 2007, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff and a solid waste specialist from the City of Covina. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, and references. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, BioContractors, Inc., located in Cerritos, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, contractor employee jury service, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
June 19, 2007
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CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
COUNTYWIDE SMART GARDENING PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and BIOCONTRACTORS, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 18, 2007, hereby agrees to provide services as described in the attached specifications for Countywide Smart Gardening Program, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Countywide Smart Gardening Program Learning Center Maintenance Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$999,350 for the initial two-year term, or such greater amount as the Board may approve (Contract Maximum Sum). Should this Contract be extended one year as provided in the Fourth paragraph below, upon satisfactory performance in strict accordance with the Contract specifications the CONTRACTOR shall be paid in accordance with the unit prices set forth in Form PW-2, provided that the total compensation in the option year shall not exceed \$500,000, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of two years commencing upon Board approval. At the discretion of the Director, and with the Contractor's consent, the Contract may be extended one year, the total contract period not to exceed three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of the term.

FIFTH: The Contract shall commence performance of the work only upon receipt of a Notice to Proceed from Public Works describing the work to be performed.

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SIXTH: In accordance with Section O of Exhibit A, Scope of Work, during the initial term and the option-year, if any, the Director, in his sole discretion, may provide by change order for increase, decrease, or omission of performance of any of the specified Tasks or Task subparts, including, but not limited to, Task One, parts (a) and (b); Task Two, part (b); Task Three, parts (a), (b), (c), (e), (f.1), (f.2), and (h); Task Four, parts (a), (b), and (d); and Task Seven, parts (a), (b), (c), and (d). Compensation for such additional performance shall be at the unit prices specified in Form PW-2, Schedule of Prices. Such adjustments shall be delivered to the CONTRACTOR in writing within a reasonable time prior to the effective date of the change in the Schedule. The CONTRACTOR'S compensation shall be adjusted in accordance with the unit prices quoted in the Schedule of Prices.

SEVENTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Compensation shall be made in the amounts specified in Form PW-2, Schedule of Prices, in accordance with Exhibit A, Scope of Work, Section 2, Method of Payment.

EIGHTH: Public Works shall make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

NINTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

TENTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

ELEVENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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TWELFTH: No cost-of-living adjustments shall be granted for the optional renewal period.

THIRTEENTH: In the event that terms and conditions listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

BIOCONTRACTORS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Award Information has not been added at this time.

ENCLOSURE B

Bid Information

Bid Number : PW-ASD 662
Bid Title : Countywide Smart Gardening Program (2007-AN019)
Bid Type : Service
Department : Public Works
Commodity : EDUCATIONAL RESEARCH SERVICES
Open Date : 3/19/2007
Closing Date : 3/29/2007 2:00 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : \$ 1,000,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Countywide Smart Gardening Program (2007-AN019). The total contract amount of this service is estimated to be \$1,000,000. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/smartgardening.pdf> or from Mr. Edwin Manoukian at (626) 458 4057, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Proposers and any subcontractor(s) must meet all minimum requirements set forth in the RFP, including, but not limited to, a minimum of two years' experience designing, implementing, and conducting outreach campaigns in the fields of solid waste management, public relations, and public education.

A Proposers' Conference will be held on Thursday, March 29, 2007, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, April 12, 2007, at 11 a.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 3/21/2007 8:02:01 AM

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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: BioContractors, Inc.

My County (WebVen) Vendor Number: 11059101

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 2						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partner/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2		2			

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 4/17/2007
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FORM PW-9

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: WaterWise Consulting, Inc.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 36						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino	2			1	18	6
Asian or Pacific Islander						
American Indian						
Filipino		1				
White		1	1		6	

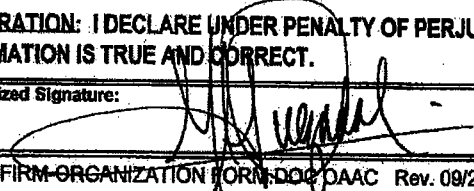
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					
President					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President	Date: 4/18/2007
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